

Tender

For

Laparoscopic set with Accessories for Department of Shalya Tantra

At

NATIONAL INSTITUTE OF AYURVEDA, JAIPUR

NIT Issue Date	: 8-2-2020 (18.00 PM)
NIT No.	: NIA/CS/ST/2020/009
Pre-Bid Meeting	: 13th February, 2020 at 03:15 PM
Last Date of Submission	: 28 th February, 2020 at 12:00 Noon
Bid opening	: 29 th February, 2020 at 3.00 PM

Tender documents may be downloaded from institute's web site www.nia.nic.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>



NATIONAL INSTITUTE OF AYURVEDA

Ministry of AYUSH, Govt. of India
Jorawar Singh Gate, Amer Road, Jaipur

Laparoscopic set with Accessories for Department of Shalya Tantra
Department of Shalya Tantra

NIA/CS/2020/003

National Institute of Ayurveda, Jaipur an autonomous body under the Ministry of AYUSH, Government of India invites **Online bids in two bid system for** tenders for supply & installation of the **Adult Patient Training Tool**. Best offers are invited along with the complete details of specifications, terms & conditions.

S.No	Item Description	Qty	EMD (Rs.)
1	<i>Laparoscopic set with Accessories for Department of Shalya tantra</i>	01	48000/-

Instructions:

1. **Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.**
2. The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
3. **Tenderer/Contractor/Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’.**
4. Bid documents may be scanned with 100 dpi in black and white option which helps in reducing size of the scanned document.
5. **EMD Payment:**

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 48000/- (Rupees Fourty Eight Thousand Only)** by way of demand drafts or Bank Guarantee only. The demand drafts or Bank Guarantee shall be drawn in favour of “**Director NIA, Jaipur**” payable at Jaipur. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. **The demand drafts or Bank Guarantee for EMD must deliver to Director, NIA, Jaipur on or before last date/time of Bid Submission.**

 - a) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - b) The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provided along with technical bid)
 - c) The EMD, in case of unsuccessful Bidders shall be retained by NIA, Jaipur till the finalization of the tender. No interest will be payable by NIA, Jaipur on the EMD.
6. **Submission of Tender:**

The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

7. **Technical Bid**

The following documents are to be furnished by the Contractor/Bidder along with **Technical Bid** as per the tender document:

- a. Signed and scanned copy of appropriate value of valid registration certificate (if any), experience certificate as per the tender notice, PAN, GST registration certificate and Tender Acceptance Letter.
- b. Signed and Scanned Copy of Make and model of all systems, sub systems and additional items should be mentioned in the technical bid and complete technical details should be provided in the form of Brochures and write-ups.

Terms & Conditions:

1. Turnover:

The Firm/Agency should have an annual total minimum turnover of Rs. 2 Cr during last 3 years (2016-17, 2017-18 and 2018-2019) to be eligible for consideration

Validity:

The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

2. The bidding firms should be continuously engaged (with Valid Licence/Registration) in the same business at least for last 3 years. The bidding firms should have at least 2 similar supplies to Central Government /State Government/Public Sector Undertakings/Universities/Deemed to be universities/Autonomous Bodies in last 3 years.
3. The bidder shall provide a list of major Government and Private Institutions where its relevant bid item has been supplied during last 3 years along with order copies.
4. The bidding Firms should not have been blacklisted by any Ministry/Department of Govt. of India/State Government/any PSUs etc. The Performance Security Deposit will be forfeited after awarding the bid, in case the bidding firms found black listed by Central Government/State Government/Public Sector Undertakings/Universities/Deemed to be universities/Autonomous Bodies at any point of time.
5. The bidder shall quote the Technical & Financial bids as per the format enclosed with tender document.
6. **"PRE –BID Meeting" with the intending bidders shall be held on 13 February, 2020 at from 03:15 PM onwards at NIA,Jaipur.**All the prospective bidders are requested to send comments/representations on or before pre -bid meeting. Intending bidder will be allowed to seek clarification on specification, Conditions of Contract, etc. in writing to NIA,Jaipur (**e-mail store-nia-rj@gov.in or nia-rj@nic.in**), within 24 hours after the pre-bid meeting.
7. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
8. ***The Director, National Institute of Ayurveda reserves the right to accept or reject any/all tenders without assigning any reason, thereof***

9. Delivery and Installation:

i) For goods supplied from India:

All the goods ordered shall be delivered and Installed at NIA, JAIPUR within **30 days** from the date of issue of supply order. All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, install and commission the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week or a part thereof of the total order value shall be levied subject to maximum of 10% of the total order value. The successful tenderer will also provide required training for supplied items at NIA,JAIPUR. The goods should be manufactured after adoption of latest technology. If at any time during the currency of the contract, the supplier encounters conditions hindering timely supply of the goods and performance of services, the supplier shall promptly inform the NIA, JAIPUR for extension of the delivery schedule accordingly

On receiving the supplier's communication, NIA, JAIPUR shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract. In the case of package supply where the delayed portion of supply materially hampers installation and commissioning of the systems, liquidated damages charges shall be levied as above on the total value of the concerned package of the purchase order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

6. **Signing the Contract:** -The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) along with performance security within fifteen days of the issue of the Letter of notification of a ward. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.
7. **Performance Security:** As a guarantee to wards due performance and compliance of the contract work, the successful bidder (contractor) will deposit an amount equal to 5% of order value and should be kept valid for a period of 60 day beyond completion of all the contractual obligation, including CMC period towards security deposit by way of demand draft/ bank Guarantee in favour of "DIRECTOR NIA,JAIPUR" payable at JAIPUR drawn on any Nationalized Bank/Scheduled Bank and payable at JAIPUR within fifteen days of the issue of the Letter of notification of award along with non-judicial stamp paper of Rs. 500/- (Contract agreement).
8. **Incidental Services:** The supplier shall be required to perform the following services: -
 - a. Installation & Commissioning, Supervision and Demonstration of the goods.
 - b. Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
 - c. On Site Training to Doctors/ Technicians/ Staff is to be provided by Supplier for operation and maintenance of the equipment for a period of 30 working days after successful installation of the machine, as per direction of user department.
 - d. Supplying required number of operation & maintenance manual for the goods.
 - e. To provide non-locked open software and standard interface inter-operability conditions for networked equipment's in hospital management information system, wherever applicable.
9. **After Sales Service:** After sales service centre should be available on 24 (hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs to ensure an uptime of minimum 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.
10. **Inspection:**
 - a. NIA,JAIPUR shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.
 - b. NIA,JAIPUR right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by NIA,JAIPUR prior to the goods shipment.
 - c. The Director, NIA,JAIPUR shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
 - d. No payment shall be made for rejected items and those must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

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11. Documents:

- a. **All pages of the Tender should be numbered and indexed.**
- b. The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the purchaser in the tender documents. For this purpose, the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.

12. Manufacturer Authorisation: The bidder (if not original equipment manufacturer must submit Original Equipment Manufacturer authorization certificate that the tenderer is authorized for selling and maintain the equipment quoted for.

13. The bidders are required to submit user certificate for the relevant equipment on the letter head of the institution (Government/ Private).

14. Tender Prices: While filling up the columns of the Financial Bid, the following aspects should be noted for compliance:

Price should include:

1. Duties and fees, if any
2. Charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Financial Bid
3. The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Financial Bid
4. GST will be payable separately as per applicable rate.

15. Payment Terms:

Payment of the total order value shall be released after the successful installation/ commissioning and training of the ordered goods against the submission of the inspection report.

16. Guarantee / Warrantee Period: The Tenderers must quote for **05 years** comprehensive warranty (Including all Spares, Accessories and Labour) from the date of completion of the satisfactory installation. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. Also the bidders are requested to submit their quote (Rates) for subsequent **05 years** Comprehensive Maintenance Contract (CMC) (Including All Spares, Accessories and Labour). Failure to comply this condition will entail the rejection of the bids. The price comparison shall be taking into account on basic price and post warranty CMC.

17. Breach of Terms and Conditions: In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by NIA, Jaipur in that event the security deposit shall also stands forfeited.

18. Insolvency etc.: In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified NIA, Jaipur shall have the power to terminate the contract without any prior notice.

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19. **Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive. Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least option to terminate the contract.
20. Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document
21. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid
22. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer.
23. Conditional bid will be treated as unresponsive and it may be rejected.
24. **Demonstration:** - NIA, Jaipur reserves the right to ask the tenderers for arranging demonstration of their equipment for which rates have been quoted, to the concerned committee, if required.
25. The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).
26. **Applicable Law:**
 - a . The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
 - b . Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jaipur, Rajasthan, India only.
 - c . The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jaipur. The decision of the Arbitrator shall be final and binding on both the parties.
 - d. Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

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LAPAROSCOPIC SET WITH ACCESSORIES for Shalya Tantra

Sl.No.	Specification
1.	<p><u>LAPAROSCOPIC SET WITH ACCESSORIES for Shalya Tantra</u></p> <ol style="list-style-type: none"> 1. Full HD Video Image Processor- (including Light Source) 2. 3 Chip CCD/ CMOS Full HD Camera Head 3. Power full 4 LED/ 300 watts Light Source 4. Light Guide Cable 5. Cautery Machine 6. Hand Instrument Set 7. Trolley 8. Monitor 19” 9. Std. Equipment should be US FDA/European CE 10. Practical training to consultants <p><u>Technical Specifications for to High Definition Endo-Vision system for Laparoscopic System</u></p> <p><u>A Full High Definition up Systems will consist of:</u></p> <ol style="list-style-type: none"> 1) Full HD Video Image Processor-(Including Light source) 2) 3 Chip CCD/ CMOS Full HD Camera Head - 3) Powerful 4 LED / 300W Xenon Light Source for better illumination (Included in Processor) 4) Light Guide Cable – <ol style="list-style-type: none"> 1) Full HD Video Image Processor: Should have following specification: <ul style="list-style-type: none"> • A full high definition processor should have resolution of 1920x1080 pixels. • Should have a USB slot so as to take still pictures of Endoscope images. • Should have provision for adjusting brightness automatically during to & fro of the scope movements. • Should have special filter light or observation of capillary vessels and fine patterns in the superficial layer of mucosa for early detection of lesions. • It should be Compatible to all kind of ofvideoscops from same manufacturer without upgrade after installation. 2) It should be upgradable to IR. 3 CCD /CMOS Full HD Camera Head (ICG HD Fluorescence Guided Imaging) <ul style="list-style-type: none"> • The camera head should be compatiblefor ICG HD fluorescence guided imaging by Near- Infra Red/Optical Contrast Differentiation System. • The full HD camera head should be of Eye piece type & have resolution of 1920x1080 pixels. • Should have Digital / Manual focus function which can be varied seamlessly from coarse to fine image. • Camera Head & coupler should be one piece. • The camera head should must have integrated (one piece) inbuilt zoom and focus lens/rings to make it fully soak able for sterilization/disinfection.

3) Powerful 4 LED Light Source

- A Powerful LED(Equivalent to 300 W xenon)
- The LED Light Source should be with special filter light for observation of capillary vessels and fine patterns in the superficial layer of mucosa for early detection of lesions
- It should have facility to offer various visualization modes for surgery and diagnosis by modulating the light spectrum like RED, BLUE, GREEN & VIOLET LED light for recognition of the finest tissue structures and their differentiation.
- Automatically adjust light intensity to achieve ideal illumination.

5) Light Guide Cable

- It should have High resistance protection against mechanical and thermal stress
- It should have small bending radius for comfortable use
- It should be 3 Meter or more in Length
- Should be ROHS compliant.

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Annexure-II
Technical Bid

1.	Name of Tendering Company/Firm/Agency	:	
2.	Name of Owner/Partners/Directors	:	
3	Full Particulars of the Head Office	:	
	• Address	:	
	• Telephone No.	:	
	• Fax No.	:	
	• E-mail address	:	
4	Full Particulars of the Bankers of the Company/Firm/Agency, with full Address/Tel. No.	:	
	• Name of the Bank	:	
	• Address of the Bank	:	
	• Telephone No.	:	
	• Fax No.	:	
	• E-mail address	:	
5	Registration Details:	:	
	• Copy of Firm/Agency's Registration No.	:	
	• PAN/GIR NO.	:	
	• GST Registration No	:	
	• Aadhar No. of Owner/Partners/Directors	:	
6	Details of Earnest Money Deposit	:	
	• Amounts (Rs.)	:	
	• DD/PO No. and Date	:	
	• Drawn on Bank	:	
	• Valid upto	:	
7	Details of Tender Fee	:	
	• Amount	:	
	• DD/PO No.	:	
	• Drawn on Bank	:	
	• Valid upto	:	
8	Annual Turnover of the Company/Firm/Agency for the last 3 years (With Proof duly certified by Chartered Accountant/Auditor) Last 03 Years balance sheet and copies of Income tax returns for 3 Years as stated in Terms & Conditions		
	2016-2017	:	
	2017-2018	:	
	2018-2019	:	
9	The Firm who are registered with National small Industries Corporation (NSIC)/ or SmallScale Industry / or MSME are exempted to submit the Tender fee or EMD (copy of registration must be provide along with Udhaya Addhar)		
10	Similar suplies in last 3 Years (with Proof)		
	Experience in the field for the minimum 2 years		Similar 3 Government Running Contract with central government/State Government/PSU/University/Deemed to be university/Autonomous bodies in last 2 years

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CERTIFICATE

(To be submitted with the Technical Bid)

The Annual Turnover of M/s. _____ for the last 3 years are given below and it is certified that the Statement is true and correct:

Sl.No.	Year	Turnover Rs. In lacks
1.	2016-2017	
2.	2017-2018	
3.	2018-2019	
	Total	Rs _____ lacks

Average Turnover Per Annum: Rs. _____

Lakhs.

Signature of Chartered
Accountant/Auditor
With Seal

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Format for Affidavit of Self Certification regarding Local Content in a Medical Devices to be purchase on Rs. 100/- Stamp Paper.

I _____ S/o, D/o, W/o _____ Resident
of _____ do

hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals. Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said medical device has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms based on the assessment of an authority so nominated by the Department of Pharmaceutical. Government of India for the purpose of assessing the local content, action will be taken against me as per Oder No. P-45021/2/2017-B.E-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016- MD dated – 18.05.2018.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity).
- ii. Date on which this certificate is issued.
- iii. Medical devices for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the medical device.
- xii. List and total cost of inputs which are domestically sourced Value addition certificates from suppliers. If the input is not in use attached.
- xiii. List and cost of inputs which are imported, directly or indirectly.

For and on behalf of

(Name of firm/entity)
Authorized signatory

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Annexure-IV

MANUFACTURER'S/PRINCIPAL'S AUTHORIZATION FORM

TO,
Director
National Institute of Ayurveda
Jaipur

Sir,

Tender:-----.

We ----- who are established and reputable manufacturer of having factories at ----- and -----, hereby authorize Messrs.-----
------(name and address of agent(s) to bid, negotiate and conclude the contract with you against Tender.

No----- for the above goods manufactured by us. No company or firm or individual other than Messrs. ----- are authorized to bid, negotiate and conclude the contract in regards to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered for supply against this tender by the above firm.

The authorization is valid upto -----

Yours faithfully,

For and on behalf of messrs.-----
(Name of manufacturer's) principal